



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

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1960 LANDINGS BOULEVARD • SARASOTA, FLORIDA 34231-3331

AMENDMENT TO THE CHARTER CONTRACT BETWEEN THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, AND IMAGINE SCHOOL AT SARASOTA, LLC, DBA IMAGINE SCHOOL AT NORTH PORT

THIS AMENDMENT is entered into this _____ day of _____, 2009, by and between **The School Board of Sarasota County, Florida**, a body corporate under the laws of the State of Florida (the "Sponsor"), and **Imagine School at Sarasota, LLC dba Imagine School at North Port**, a nonprofit organization organized under the laws of the State of Florida ("School").

WHEREAS, Parties hereto entered into a Charter Contract (the "Charter") on March 4, 2008, with a term commencing July 1, 2008, and expiring on June 30, 2013, to establish a Charter School.

WHEREAS, the parties hereto desire to modify the Charter, as amended, under the following terms and conditions.

NOW, THEREFORE, the parties hereby agree as follows:

AMENDMENT: The Charter Contract is amended as follows:

The following sections are deleted from the Charter Contract:

1. "PART I – GOVERNANCE AND MANAGEMENT", Section "B. GOVERNING BOARD", Item number "2".
2. "PART I – GOVERNANCE AND MANAGEMENT", Section "B. GOVERNING BOARD", Item number "4".
3. "PART I – GOVERNANCE AND MANAGEMENT", Section "B. GOVERNING BOARD", Item number "10".
4. "PART I – GOVERNANCE AND MANAGEMENT", Section "C. MANAGEMENT COMPANIES", Sections 1, 2, 3 and 4.

The following sections are added to the Charter Contract:

"PART I – GOVERNANCE AND MANAGEMENT", Section "B. GOVERNING BOARD", Item number "2"

The School's governing body shall be its Governing Board. The Governing Board will consist of a minimum of five (5) voting members with a majority of voting members constituting a quorum. Following composition of the Governing Board, all replacement board members shall be appointed by majority vote of the

remaining board members subject to approval of Imagine Schools Non-Profit, which shall not be unreasonably withheld or delayed, and such other requirements of the IRS as imposed to maintain the School's derivative tax exempt status. A board member may be removed during his/her term only by a two-thirds majority vote of the board, subject to approval of Imagine Schools Non-Profit, which shall not be unreasonably withheld or delayed, and such other requirements of the IRS as imposed to maintain the School's derivative tax exempt status. A majority of members will be local residents (individuals who reside or work full-time in Sarasota County, Florida or counties adjacent to Sarasota County (Charlotte, Desoto and Manatee Counties)). This board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded. The School's Governing Board will include local representation from parents/guardians and professionals qualified to support the School's mission and the education of the School's students."

"PART I – GOVERNANCE AND MANAGEMENT", Section "B. GOVERNING BOARD", Item number "4"

The Governing Board, in consultation with School staff and administration, will be responsible for the over-all policy decision making of the School, including the approval of the curriculum, the annual budget, and the services and fees associated with the "Financial Arrangements Letter".

"PART I – GOVERNANCE AND MANAGEMENT", Section "B. GOVERNING BOARD", Item number "10"

No member of the School's Governing Board or their immediate family will receive compensation, directly or indirectly from the School's operations or from Imagine Schools Non-Profit, inc. Violation of this provision or any violation of F.S. 112.313 shall constitute a material breach of the Contract.

"PART I – GOVERNANCE AND MANAGEMENT", Section "C. OPERATING AGREEMENT WITH IMAGINE SCHOOLS NON-PROFIT, INC.", Items "1", "2", "3" and "4".

1. The Operating Agreement between ISNP and the Governing Board of the School shall be submitted to the Sponsor prior to the approval of the School's Contract. All amendments to the Operating Agreement and the Governing Board of the School shall be submitted to the Sponsor within five (5) days of execution.
2. The Operating Agreement between the Governing Board of the School and ISNP shall require that ISNP operate the School in accordance with the terms stipulated in the School's Contract and all applicable laws, ordinances, rules, and regulations.
3. Any default or breach of the terms of this Operating Agreement by ISNP shall constitute a default or breach under the terms of the Contract between the School and Sponsor.

4. In all activities, the Governing Board and ISNP will maintain an appropriate arms-length distance as determined by Federal Internal Revenue Service guidelines.

The School will annually review the “Financial Arrangements Letter” and any changes to the indirect cost identified in that document will require Governing Board approval.

“PART IV – FINANCIAL MANAGEMENT AND ACCOUNTABILITY” Section “B. REVENUE”, Item “13”.

13. Any year-end surplus of funds shall be carried forward as part of the school’s operating budget for the subsequent school year.

In all other respects, the Charter of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect throughout the term of the Charter except for those provisions of the Charter that are directly contradicted by this Amendment, in which event the terms of this Amendment shall take precedence.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

By: _____
Authorized signatory

Date: _

Approved for Legal Content
February 18, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

**IMAGINE SCHOOL AT SARASOTA, LLC
dba IMAGINE SCHOOL AT NORTH PORT**

By: _____

Title: _____

Date: _____